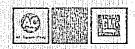
# EXHIBIT E



#### MEMORANDUM

Date	March 17, 19	78				Action Requ	ired
Subject:	CM Retirement	Program for	Salaried	Employes		Information (	Only
From:	T. A. Dapper	2902					

To:

The General Motors Employes Retirement Program affords you an opportunity of becoming a participant for future service benefits at Age 25 with six months of service. Under the plan, General Motors Assists you in providing an income for your old age. On the average, for every \$1.00 you contribute under the Salaried Retirement Program, the Corporation contributes almost \$2.00 toward just the insured Primary benefit, and pays the full cost of your other retirement benefits.

Participation in the program also makes you eligible for the new preretirement Surviving Spouse Option Benefit if you are married. Under
this option, if you should die, a monthly benefit based on your contributions or with a minimum benefit of no less than \$20.00 per month would be
payable to your spouse commencing on the first day of the month following
the month in which your death occurs. Your spouse would continue to get
this benefit every month for life. This would be payable in addition to
any survivor income benefits that may be payable under the insurance program.

Moreover, if you have ten or more years of credited service prior to death Dental, Basic Hospital, Surgical, Medical and Drug Coverage would be continued at Corporation Expense for your spouse and eligible dependents, if you Elect this Option.

This plan was designed to be of real value to every eligible employe in helping him to provide an income for his old age, as well as family protection which would be in addition to the benefits which he may receive under the Federal Social Security Act.

It is up to you to avail yourself of this opportunity this plan provides. You are permitted to contribute 2% of your base salary in excess of \$600.00. All questions concerning the Plan should be taken up with your Supervisor.

With reference to the enclosed form Application for Participation in the General Motors Retirement Plan - If you wish to participate, please complete the beneficiary designation. Date and sign the form using your first name and middle initial with last name. It will be necessary to attach a xerox copy of your BIRTH CERTIFICATE.

If you elect Not to Contribute - date and sign under area captioned "Election Not to Contribute."

(OVER)

Page 2.

CONTINUED - CM Retirement Plan for Salaried Employes

Under Election of Optional Benefits for Surviving Spouse in the Event of Employe's Death Prior to Retirement - If you wish to participate, YOU MUST BE MARRIED. Show birthdate of Spouse, Name of Spouse and then date and sign.

If you elect to decline SPOUSE OPTIONAL BENEFITS, date and sign this area.

If Single - show SINGLE across this area.

After completion, the original form MUST BE RETURNED to Salary Payroll. The second copy is for your records. This form should reach us no later than two weeks from date of this memo. If you have recently come from Hourly Payroll, you should send this back immediately.

T. A. Dapper, Supervisor Salaried Employe Benefits

hb

# EXHIBIT F

05-44481-rdd Doc 16431-4 Filed 03/09/09 Entered 03/09/09 11:11:42 Exhibits E-G Pg 5 of 32

## RETIREE SERVICING CENTER

P.O. Box 5113 Southfield, Michigan 48086-5113 1-800-828-9236

1-800-872-8682
TELECOMMUNICATION DEVICE FOR THE DEAF

April 16, 2001

As a retiree of Delphi Automotive Systems with 10 or more years of participation in the Life and Disability Benefits Program, you are eligible for Continuing Life Insurance.

Our insurance records, as of the date of this letter, show the Continuing Life Insurance has now fully reduced to the ultimate amount of \$23,344.00. This ultimate amount will remain in effect for the rest of your life and is provided by Delphi at no cost to you.

IMPORTANT: YOU SHOULD KEEP THIS NOTICE WITH YOUR OTHER VALUABLE PAPERS.

If you have any questions regarding this letter, you may call toll-free, **1-800-828-9236** (Telecommunication Device for the Deaf 1-800-872-8682), during normal business hours, or write to the address above.

Always include this Social Security number

in all your correspondence.

Retiree Servicing Center

UA01

#### RETIREE SERVICING CENTER

P.O. Box 5113 Southfield, Michigan 48086-5113 1-800-828-9236 1-800-872-8682 TELECOMMUNICATION DEVICE FOR THE DEAF

December 06, 1999

Dear

As a retiree of Delphi Automotive Systems with 10 or more years of participation in the Life and Disability Benefits Program, you are eligible for Continuing Life Insurance.

Our insurance records, as of the date of this letter, show the Continuing Life Insurance has now fully reduced to the ultimate amount of \$85,931.00. This ultimate amount will remain in effect for the rest of your life and is provided by Delphi at no cost to you.

IMPORTANT: YOU SHOULD KEEP THIS NOTICE WITH YOUR OTHER VALUABLE PAPERS.

If you have any questions regarding this letter, you may call toll-free, 1-800-828-9236 (Telecommunication Device for the Deaf 1-800-872-8682), during normal business hours, or write to the address above.

Always include this Social Security number, in all your correspondence.



Retiree Servicing Center

**UA01** 

#### RETIREE SERVICING CENTER

P.O. Box 5113

Southfield, Michigan 48086-5113

1-800-828-9236

1-800-872-8682

TELECOMMUNICATION DEVICE FOR THE DEAF

	Feb 05, 2001		
Dear			
Benefits Program, you are eligible for Con- Our insurance records, as of the date of fully reduced to the ultimate amount of for the rest of your life and is provided by This is not a guarantee of the coverage am  IMPORTANT: YOU SHOULD KEEP PAPERS.  If you have any questions regarding (Telecommunication Device for the De write to the address above.	this letter, show the \$110,442.00. This ulto General Motors at 1 nount.  THIS NOTICE WI	Continuing Life Ir timate amount will no cost to you.  TH YOUR OTH	I remain in effec  ER VALUABLE  1-800-828-9236
Always include this Social Security numbe	er, zu all	your corresponde	ance.
	Retiree Servicing	Center	
UA01			

05-44481-raa	D0C 16431-4	E-G Pg 8	of 32	L:42 EXNIBITS

# EXHIBIT G

# YOUR BENEFITS FOLLOWING THE CLOSING OF OPERATIONS AT FRIGIDAIRE DIVISION

IF YOU ARE
A SALARIED EMPLOYE

# FRIGIDAIRE DIVISION GENERAL MOTORS CORPORATION DAYTON, OHIO

TO: Frigidaire Division Salaried Employes:

In view of the scheduled closing of operations at Frigidaire Division, the summary on the following pages outlines the General Motors employe benefit programs which may apply to you. The summary also contains information concerning your status as a salaried employe.

You should read the summary carefully and keep it for your future reference. It describes benefits you may have under the GM benefit programs after the closing of operations if you are laid off, if you retire, or if you break your length of service other than by retirement. If you now are totally disabled or become totally disabled after Frigidaire Division closes, contact the Frigidaire Salaried Personnel Office at the address shown below for an explanation of benefit plan provisions which may apply to you.

This summary presents general information only. Any reference to the payment of benefits is conditioned upon your eligibility to receive them. Each of the benefit programs has its own terms and conditions which in all respects control the benefits provided.

The full details of your benefits are included in the language of the various programs. An employe booklet, Your GM Benefits, previously has been distributed to you. Additional copies are available upon request.

At the time of layoff, you will receive a statement advising you of your status under the various benefit programs.

After the closing of operations and until further notice, any contacts regarding your GM benefits should be made as follows:

By mail: Frigidaire Salaried Personnel Office
General Motors Corporation

P.O. Box 1428 Dayton, Ohio 45442

By telephone: (513) 445-2864 - Prior to 4-1-79

(513) 297-2864 or 2884 - 4-1-79 and later

SUMMARY OF BENEFIT PROGRAM PROVISIONS AND PERSONNEL POLICIES APPLICABLE TO SALARIED EMPLOYES SUBSEQUENT TO CLOSING OF OPERATIONS AT FRIGIDAIRE DIVISION

#### I. IF YOU ARE LAID OFF

The following benefit program provisions and personnel policies apply following the date of your layoff. If you later retire under the GM Retirement Program for Salaried Employes, or if your length of service\* is broken for reasons other than retirement, refer to Sections II or III of this summary for provisions which apply.

If you change your address while your length of service or your credited service remain unbroken, you should inform the Frigidaire Salaried Personnel Office at the address shown on the first page.

#### A. <u>Insurance Coverages</u>

1. Sickness and Accident and
Extended Disability Benefit Insurance

Your sickness and accident and extended disability insurance coverages, if in force on the last day worked prior to layoff, will be continued to the end of the month following the month in which you last worked prior to layoff with GM paying the full cost, and cannot be continued thereafter.

2. Basic Group Life, Extra Accident, and Survivor Income Benefit Insurance

For the first full calendar month of layoff, all of your basic group life insurance coverages in force on the last day worked prior to layoff, are continued with GM paying the full cost. Thereafter, your Basic Group Life, Extra Accident, and Survivor Income Benefit Insurance may be continued as follows:

<sup>\*</sup>For an explanation of the term 'length of service' refer to Exhibit A attached.

#### Maximum Continuation

#### Cost to You

For 12 additional months.

GM pays the full cost; except that if your length of service was less than one year when your layoff commenced, you pay 50¢ per month per \$1,000 of Basic Group Life Insurance.

For 12 months thereafter, or until your length of service breaks, if earlier.

You pay 50¢ per month per \$1,000 of Basic Group Life Insurance.

#### 3. Optional and Dependent Group Life Insurance

#### Maximum Continuation

Cost to You

Optional Group Life Insurance coverage in force on the last day worked prior to layoff may be continued while Basic Group Life Insurance remains in force. You (applicant owner or assignee) are required to pay the regular monthly contribution rate per \$1,000 of Optional Group Life Insurance for your age category.

Dependent Group Life Insurance coverage in force on the last day worked prior to layoff may be continued while Optional Group Life Insurance coverage remains in force. You are required to pay the regular monthly contribution rate based on your age category and amounts of Dependent Group Life Insurance selected.

#### 4. Basic Health Care Coverages

For purposes of this summary, the term "Basic Health Care coverages" includes hospital, surgical-medical, prescription drug, hearing aid and vision coverages.

For the first full calendar month following the month in which you last worked prior to layoff, all of your basic Health Care coverages in force on the last day worked prior to layoff are continued for yourself and any eligible dependents with GM paying the full cost. Thereafter, basic Health Care coverages may be continued as follows:

#### Maximum Continuation

Cost to You

For up to 12 additional months, or until your length of service breaks, if earlier.

GM pays the full cost; except that if your length of service was less than one year when your layoff commenced, you pay one-half the monthly contribution rate.

For up to 12 months thereafter, or until your length of service breaks, if earlier. You pay the full monthly contribution rate.

During the period you continue basic Health Care coverages for yourself and your eligible dependents, you may also continue such coverages for any sponsored dependent for whom you contributed by payroll deduction while you were actively at work with GM. Sponsored dependents are not eligible for dental, vision, and CMEIP coverages.

#### 5. Dental Coverage

Your dental coverage, if in force on the last day worked prior to layoff, will be continued to the end of the month following the month in which you last worked prior to layoff with GM paying the full cost, and cannot be continued thereafter.

# 6. Comprehensive Medical Expense Insurance Program Coverage (CMEIP)

You may continue CMEIP coverage for yourself and any eligible dependents while your basic Health Care coverages remain in effect.

For the first 12 months of layoff you will be required to pay the same amount as an active salaried employe. Thereafter, you will be required to pay the full monthly contribution rate.

#### 7. Personal Accident Insurance

If you are enrolled, you may continue complete coverage from 12 to 24 months, depending on the method you pay premiums and the premium due date.

#### 8. Your Insurance Contributions

Any contributions which are required to be made to continue Life or Health Care coverages must be paid on or before the first of the month for which coverage is to be provided. You (applicant owner or assignee) will be advised of the required contribution rates, when payments are due and any other information necessary to continue these coverages.

Failure to make any required contributions by the end of the month for which coverage is to be provided will result in cancellation of your insurance as of the end of the last month for which you or GM contributed.

#### 9. Conversion Privileges

If your Basic Group Life Insurance is canceled, you will have 31 days following cancellation in which to convert, at your expense, all or part of your Basic Group Life, Optional Group Life Insurance and Survivor Income Benefit Insurance to an individual policy without medical examination. (If Optional Group Life Insurance is owned by an applicant owner or has been assigned, conversion may be made only by the applicant owner or assignee. Dependent Group Life Insurance may be converted only by your dependent(s).)

You may choose any type of life insurance policy, except term insurance, then being issued by the Metropolitan Life Insurance Company. Application may be made at any local office of the Metropolitan Life Insurance Company or at its home office, One Madison Avenue, New York, New York 10010.

If your basic Health Care coverages cease, you may convert such coverages at your expense to whatever direct pay contracts are currently available through Blue Cross and Metropolitan, in accordance with a notice which will be sent to you by Blue Cross and the Frigidaire Salaried Personnel Office. If coverages are canceled solely because you did not make the required monthly contribution while eligible through the GM group, you must contact the applicable carrier to make arrangements for a direct pay contract. Under such circumstances you may not automatically receive a notice from the carrier.

If your Personal Accident Insurance ceases, you may convert this coverage at your expense to an individual policy. This may be done by making a written request to the Frigidaire Salaried Personnel Office at the address shown on the first page.

#### 10. Additional Information

Exhibit B following this summary provides additional information concerning your insurance coverages.

#### B. Savings-Stock Purchase Program

While you are on layoff you may not make additional contributions to the Savings-Stock Purchase Program. However, you may leave your savings in the Program and continue to earn out GM's contributions and accrue earnings on your savings during the period you remain on layoff-inactive\* status.

After expiration of layoff-inactive status (usually one year after layoff-inactive status commences) you will be placed on layoff-separated status and you will receive all your savings, related earnings, and the GM contribution for any matured classes. If your continuous employment was five or more years prior to your layoff date, you also will receive full earn out of the GM contributions for classes which have not matured. If your continuous employment was less than five years prior to your layoff date, you will receive the GM contribution for classes which have not matured to the extent they are earned out when you are placed on layoff-separated status.

While you are on layoff, the withdrawal privileges under the Program apply as though you were actively employed.

#### C. Employe Stock Ownership Plan

If you were eligible to participate at the time of layoff, you may make any allowable contributions determined under the Employe Stock Ownership Plan. You also may receive any allocations payable to your account from the Plan while on layoff. Your Plan assets will continue to earn dividends.

\*For an explanation of the terms "layoff-inactive" and "layoff-separated" refer to Exhibit A attached.

Distribution of all the assets in your account will be made in February of the year following expiration of layoff-inactive status (usually in February of the year following the year in which you complete one year of layoff). Your distribution will consist of shares of GM common stock purchased with GM contributions as well as any shares purchased with your contributions.

#### D. Retirement Program Provisions

#### 1. Credited Service

Up to 11 months credited service will be granted for any continuous period of layoff provided you receive compensation for at least one month during 1979.

Your credited service will not be broken until you have been laid off for a continuous period equal to your years and months of credited service at the time of your layoff, but in no event prior to one year following your layoff.

If you subsequently are re-employed by General Motors, credited service acquired while you were employed by Frigidaire will be credited to you by your new location.

#### 2. Participation in Part B

You will not be eligible to make any contributions to Part B of the Salaried Retirement Program while on layoff. You may withdraw your contributions plus interest at any time during layoff. If you do withdraw your contributions and if you are re-employed by GM within 12 months after layoff commences, you may return the amount withdrawn and thereby restore entitlement to any benefits based on these contributions.

For provisions relating to Part B participation after 12 months of layoff see Item 4 on page 16.

# 3. If You Attain Retirement Eligibility Following Layoff

If you have at least 10 years of credited service and attain age 55 before your credited service breaks, you may become eligible for GM retirement benefits. In such case, you should contact the Frigidaire Salaried Personnel Office, at the address shown on the first page, with respect to retirement benefits. If your insurance had ceased prior to your becoming eligible for these retirement benefits, Life and Health Care coverages (except Vision) usually can be reinstated and paid for by GM during your retirement.

## 4. Benefits for Your Surviving Spouse

If you do not break credited service and you die:

(a) after age 55 with at least 10 years of credited service, or (b) at any age with 30 or more years of credited service, or (c) during the first year of layoff with the Part B optional survivor benefit in effect, your surviving spouse may be eligible for a lifetime benefit under the Retirement Program.

In addition, basic Health Care coverages (except Vision) will be continued for the lifetime of your surviving spouse with GM paying the related cost if you should die:

- (a) after age 60 with at least 10 years of credited service,
- (b) after age 55 when your age and credited service total 85 or more, or
- (c) at any age with 30 or more years of credited service.

If you should die at any age with 10 or more years of credited service with the Part B optional survivor benefit in effect, basic Health Care coverages (except Vision) will be continued for the lifetime of your spouse or until your spouse remarries. Under these circumstances GM will pay the full cost, provided your spouse is enrolled in Part B of Medicare at and after age 65.

#### E. Layoff Benefit Plan

If you are a classified salaried employe and have one or more years length of service at the time of layoff, you are covered by the Layoff Benefit Plan. Benefits under this Plan will be paid to you semi-monthly on the 15th and the last day of each calendar month. The Layoff Benefit for the month will be an amount which, when added to your Unemployment Compensation and Other Earnings, will equal 75% of your monthly base salary (including the applicable Cost of Living Allowance) for the first six months of payments (12 semi-monthly payments) during your layoff and 60% of your monthly base salary (including the applicable Cost of Living Allowance) for up to the next six months (12 semi-monthly payments) during your layoff.

Your Unemployment Compensation and Other Earnings for each semi-monthly period generally will be the sum of (1) the amount of Unemployment Compensation to which you are entitled for the period plus (2) 75% of all earnings received or receivable for the period from another employer or from self employment plus (3) the amount of any benefits to which you are entitled under the Supplemental Unemployment Benefit Plan.

The duration of your eligibility for Layoff Benefits is based on your length of service at the time you are placed on layoff. If your length of service is one year or more, you may receive layoff benefits for six months (12 semi-monthly payments), plus one additional month of benefits for each additional two full months of service beyond one year, up to a maximum entitlement of 12 months (24 semi-monthly payments) of Layoff Benefits.

No applications are required from you to receive the Layoff Benefits. After receipt of certain initial information from you at the start of the layoff, your Benefits will be issued automatically on a semi-monthly basis. However, to continue receipt of the Benefit payments without interruption, you will be required to complete and submit a certification form as of the end of each calendar month giving information concerning your Unemployment Compensation benefits and/or income received from another employer or from self employment for such calendar month. Any adjustments (either overpayments or underpayments) will be made in the following month's Layoff Benefit payments.

Your Layoff Benefits will be discontinued if you refuse an offer of employment at another GM location in the Dayton area in a position paying not less than your salary at the time of your layoff. If you refuse such an offer, however, you will not be considered as a quit, or separated, for other benefit program purposes.

# F. Employe Product Discount Plan

You may purchase one new vehicle under the Product Discount Plan during the period that you are on layoff-inactive status.

#### G. <u>If You Become Disabled</u>

If you become disabled while on layoff, you should contact the Frigidaire Salaried Personnel Office at the address shown on the first page.

#### 1. <u>Insurance Coverages</u>

If you become disabled while on layoff-inactive status, and sickness and accident insurance is not in force, benefits may be continued up to your maximum entitlement under the GM Layoff Benefit Plan or the GM Separation Allowance Plan. If you continue to be disabled following expiration of benefits under the GM Layoff Benefit Plan or the GM Separation Allowance Plan, you may be eligible for extended disability benefits. Basic Group Life, Extra Accident and Survivor Income Benefit Insurance and Health Care coverages in effect during layoff may be continued at GM expense while so disabled for a period determined by your credit for years of participation at the onset of disability.

# 2. Retirement Program Benefits

If your disability continues or if you become disabled after your layoff-inactive status expires and you become "totally and permanently disabled" as defined in the GM Retirement Program, you may be eligible for monthly disability retirement benefits. In order to be eligible you must have at least 10 years of credited service and you must become "totally and permanently disabled" prior to breaking your credited service on a time-for-time basis prior to age 65. To be eligible, you must apply for disability retirement benefits and submit medical evidence satisfactory to General Motors to establish that you are "totally and permanently disabled" as defined in the GM Retirement Program.

#### II. IF YOU RETIRE

The following provisions apply during the period of your retirement:

#### A. Insurance Coverages

#### 1. | Basic Group Life Insurance

Prior to age 65, your Basic Group Life, Extra Accident and Survivor Income Benefit Insurance coverages will be continued. GM pays the full cost (except for voluntary retirement between ages 55 and 60 when your combined years of age and service at retirement total less than 85, in which case you may continue your Basic Group Life, Extra Accident and Survivor Income Benefit Insurance coverages provided you pay 50¢ per month per \$1,000 of Basic Group Life Insurance).

After attaining age 65 your Basic Group Life Insurance will be continued on a reducing basis if you had at least 10 years of credited service at retirement. Extra Accident and Survivor Income Benefit Insurance cease at age 65.

#### 2. Optional and Dependent Group Life Insurance

If you are enrolled, this insurance may be continued while your Basic Group Life Insurance remains in force, up to age 70. The amount of Optional Group Life Insurance coverage is reduced 20% at age 66 and by a like amount each year thereafter until age 70. The amount of Dependent Group Life Insurance, however, remains the same. Optional and Dependent Group Life Insurance will not be provided after the end of the month in which you attain age 70.

You (applicant owner or assignee) continue to pay the regular monthly contribution rate for your age category for Optional Group Life Insurance. You continue to pay the regular monthly contribution rate based on your age category for any Dependent Group Life Insurance you may have.

#### 3. Basic Health Care Coverages (except Vision)

Basic Health Care coverages (except Vision) are continued for you and your eligible dependents for your lifetime, with GM paying the full cost if you are receiving GM Retirement Program benefits (except for voluntary retirement between ages 55 and 60 when your combined years of age and service at retirement total less than 85, in which case you may continue your basic Health Care coverages (except Vision) provided you pay the full cost).

# 4. Comprehensive Medical Expense Insurance Program Coverage (CMEIP)

If you are receiving GM Retirement Program benefits and are enrolled for basic Health Care coverages, you may continue CMEIP coverage for yourself and any eligible dependents during your lifetime by making contributions applicable to retirees.

#### 5. Personal Accident Insurance

If enrolled, you may continue Personal Accident Insurance coverage for your lifetime by continuing to make required contributions. However, when you reach age 70, the amount of insurance on each person insured may not exceed \$50,000.

#### B. Savings-Stock Purchase Program

If you retire (other than voluntary retirement between ages 55 and 60 when your combined years of age and service at retirement total less than 85) you may receive in a lump sum all your assets in the Savings-Stock Purchase Program, including full earn-out of GM's contributions to any classes which have not matured. Moreover, if you will not reach age 65 during the year in which you retire, such lump sum distribution may be deferred, at your election, to January of the year following your retirement. In lieu of receiving a lump sum distribution, you may elect to convert eligible assets to a lifetime annuity.

## C. Employe Stock Ownership Plan

If you were a participant at the time of your retirement, generally you will receive two Employe Stock Ownership Plan distributions following your retirement. The first distribution will be in February following the year of retirement and will consist of your entire account balance at that time. Any amount allocated to your account for the year in which you retired will be distributed to you in February following this final allocation.

Your distributions will consist of shares of GM commonstock purchased with GM contributions as well as any shares purchased with your contributions.

## D. Retirement Program Benefits

## 1. Retirement Between Ages 60 and 65

If you are between ages 60 and 65 and have at least 10 years of credited service, you may retire under mutually satisfactory conditions and receive the following monthly GM retirement benefits commencing immediately.

- Your monthly Part A basic benefit for each year of credited service will range from \$10.75 to \$11.50 depending upon your applicable class code.
- Your monthly Part A temporary benefit will be \$11.00 times your years of credited service (up to a maximum of \$275). This benefit is payable to age 62, or if earlier, the age at which you become eligible for a Social Security disability insurance benefit or an unreduced Social Security benefit for age.
- be as set forth in Section II, D(3) of this summary on page 15.

- Your monthly Part B primary benefits will equal 4-1/6% of your total contributions made into the Program prior to 7-1-77, plus 6-1/4% of your total contributions made into the Program thereafter.
- Your monthly Part B supplementary benefits will equal 1% of your average monthly base salary in excess of \$1,150.00, if any, for the highest 60 of the last 120 months of your GM employment, times your years of credited service, provided you have contributed at all times while eligible and have not withdrawn your contributions.

#### 2. Retirement Prior to Age 60

#### Special Early

If you are between ages 55 and 60 and have at least 10 years of credited service, you may be eligible for a Special Early Retirement. You should contact the Frigidaire Salaried Personnel Office to determine if you meet the eligibility requirements.

In such case your monthly benefits will be payable as described under "Retirement Between Ages 60 and 65" in II, DI above.

#### Voluntarily

If you have at least 10 years of credited service, you may retire voluntarily at or after age 55. If you have 30 or more years of credited service, you may retire at any age.

Your Part A basic benefit will be reduced if it commences prior to age 62 (prior to age 65, if you retire between ages 55 and 60 when your combined years of age and service at retirement total less than 85). If you have 30 or more years of credited service, it will be payable after age 65 without reduction. Any Part B benefits will be reduced if they commence prior to age 65. You also may be eligible for monthly Part A supplements (see below).

#### 3. Part A Supplements

#### 30 or More Years of Credited Service

If you retire with 30 or more years of credited service within 2 years of your last day worked for GM, you may be eligible for a monthly Part A early retirement supplement and a lifetime supplement.

The early retirement supplement, when added to the sum of your other Part A benefits and any Part B supplementary benefits, would provide a \$700 monthly benefit amount prior to age 62 and a \$430 monthly benefit amount from age 62 to age 65 (subject to a maximum of 70% of your pre-retirement monthly base pay).

The early retirement supplement may be reduced if you:

- (a) retire voluntarily and are eligible for unreduced Social Security (such as a disability insurance benefit) prior to age 62, or
- (b) have earnings after retirement prior to age 65 which exceed the amount permitted by Social Security without a reduction of Social Security benefits.

The lifetime supplement may be payable to you each month after age 65. The amount of this supplement is \$100. It is reduced by any monthly Part B supplementary benefit payable to you.

#### Less Than 30 Years of Credited Service

If you retire with less than 30 years of credited service within 2 years of your last day worked for GM and you are over age 62, you may be eligible for a Part A lifetime monthly "ageservice" supplement of up to \$2 a month times your years of credited service. The \$2 amount is reduced by 1/36th for each month your age at retirement precedes age 65. This benefit is reduced by any monthly Part B supplementary benefit payable to you.

# 4. Separation from Inactive Status Prior to Age 55

Contributions Under Part B
 After 12 months of Layoff

If you have contributed under Part B of the Retirement Program, you must elect to either:

- (a) leave your contributions in the Program and receive a paid-up annuity, or
- (b) withdraw your contributions plus interest.

You will not be required to make this election if you are separated:

- (a) at or after age 55 with 10 or more years of credited service, or
- (b) prior to age 55 with 30 or more years of credited service, or
- (c) prior to age 55 with 10 but less than 30 years of credited service when you are separated, provided your credited service can be retained until age 55 on a time-for-time basis.
- Retirement Benefits if Credited Service Is
   Not Broken Prior to Age 55

At age 55, if you have at least 10 years of credited service and have not broken your credited service on a time-for-time basis from the date you were laid off, you should contact the Frigidaire Salaried Personnel Office at the address shown on the first page, with respect to retirement benefits.

#### 5. Benefits for Surviving Spouse

If you die after retirement with a survivor option in effect, your designated survivor will be eligible for lifetime benefits under the Retirement Program.

In addition, Health Care coverages (except Vision) will be continued for the lifetime of your surviving spouse, with GM paying the full cost (except that, if you retired voluntarily between ages 55 and 60 when your combined years of age and service at retirement total less than 85, your surviving spouse would be required to pay the full cost of the coverages continued). In order to be eligible for GM-paid Health Care coverages at and after age 65, your spouse must be enrolled in Part B of Medicare.

#### 6. Special Benefit

In addition to any other benefits (except deferred vested benefits), after age 65 (or any age if you are enrolled for Part B of Medicare) you will receive a special benefit of \$7.20 for any month for which you receive Part A retirement benefits. This benefit also is payable to your eligible surviving spouse.

#### E. Social Security Benefits

Social Security old age benefits you may be eligible to receive are in addition to GM retirement benefits.

#### F. Application for Retirement Benefits

You may make application for GM retirement benefits by mail to the Frigidaire Salaried Personnel Office at the address shown on the first page.

# III. IF YOUR CREDITED SERVICE BREAKS OTHER THAN BY RETIREMENT

#### A. Deferred Vested Benefits

If your credited service under the GM Retirement Program is broken for a reason other than retirement and if you had at least 10 years of credited service at the time credited service was broken, you will receive a deferred vested benefit certificate form from the Frigidaire Salaried Personnel Office. Vested benefits can commence as early as age 55 on a reduced basis, or at age 65 without reduction.

Your monthly deferred vested benefits will be based on benefitrates in effect when your credited service breaks, times your years of credited service.

To commence the payment of deferred vested benefits, you must file a written request with the Corporation for such benefits not earlier than 60 days prior to the date you elect to have such benefits commence after you attain eligibility to receive them. If eligible, your benefits will commence the first of the month following the month such written request is received by GM.

## B. Insurance Conversion Privileges

If your benefit eligibility under the GM Retirement Program is limited to deferred vested benefits, you will not be eligible for any GM insurance coverages. However, you may convert, at your expense, to a private insurance contract as outlined in Section I, A(9) on pages 5 and 6 of this summary.

Exhibit A (Page 1)

#### PERSONNEL POLICIES APPLICABLE TO SALARIED EMPLOYES SUBSEQUENT TO CLOSING OF OPERATIONS AT FRIGIDAIRE DIVISION

#### Layoff Status

If, as a regular salaried employe, you are removed from the active roll upon the closing of the operations at Frigidaire Division, you will be placed on "layoff-inactive" status. The amount of time you will remain on layoff-inactive status is the lesser of:

- (a) 12 months, or
- (b) your length of service at the time of layoff.

If you are a regular salaried employe who has been laid off and placed on inactive status and you are not returned to the active payroll of a General Motors location within 12 months (or, if your length of service is less than 12 months, within a period equal to your length of service at the time of layoff), you will be placed on layoff-separated status at the end of such period.

If you have less than six months of service, you are not eligible at the time of layoff to be placed on inactive status and you will be placed on layoff-separated status.

#### Length of Service

Your length of service as a salaried employe will be continued while you are on layoff-inactive status. Following that, your status will change from layoff-inactive to layoff-separated and your length of service with General Motors will be broken. If you are recalled to work within the period of recall preference described on the next page, your recognized length of service will be adjusted to include your length of service prior to layoff plus the time spent on layoff-inactive status.

Exhibit A (Page 2)

#### Recall Preference

As a salaried employe who has been laid off, you may be offered the opportunity to fill openings in other GM plants or offices in the community, provided you are qualified to perform the work available. Your period of recall preference is the lesser of:

- (a) your length of service at the commencement of layoff, or
- (b) five years.

If you refuse an offer of employment at another GM location in your community, your GM employment relationship and benefit coverage may be adversely affected. If you have any questions regarding your benefits, you should contact the Frigidaire Salaried Personnel Office at the address shown on the first page.

Exhibit B (Page 1)

# NOTICE TO GENERAL MOTORS SALARIED EMPLOYE REGARDING CONTINUANCE OF GROUP INSURANCE DURING LAYOFF OR NON-DISABILITY LEAVE OF ABSENCE

(Read Carefully)

# 1. PRIVILEGE OF CONTINUING GROUP INSURANCE

# (a) Applicable to layoff or Non-Disability Leave of Absence

A layoff or non-disability leave of absence is deemed to commence on the first day you would normally have been at work, next following the day you last worked a full shift.

- (i) For the first month following the month in which you last worked prior to commencement of layoff or non-disability leave of absence, your Basic Group Life, Extra Accident, Survivor Income Benefit, Sickness and Accident (if any), and Extended Disability Benefit Insurance will be continued without cost to you.
- (ii) Sickness and Accident (if any), and Extended Disability Benefit Insurance are canceled at the end of the period of continuance set forth in (i) above, and the remainder of your Group Insurance may then be continued as set forth in (b), (c) or (d) below.

#### (b) Applicable to Layoff

If you have one or more years of recognized length of service, your Basic Group Life, Extra Accident, and Survivor Income Benefit Insurance will be continued without cost to you for 12 months next following (a) above. Thereafter, your Basic Group Life, Extra Accident, and Survivor Income Benefit Insurance may be continued for up to 12 additional months, provided your recognized length of service remains unbroken and you contribute 50¢ per month per \$1,000 of Basic Group Life Insurance.

If you have less than one year of recognized length of service, your Basic Group Life, Extra Accident, and Survivor Income Benefit Insurance may be continued for the 12 months next following (a) above, provided you contribute 50¢ per month per \$1,000 of Basic Group Life Insurance.

# (c) Applicable to Non-Disability Leave of Absence Other Than for Educational Purposes

For up to 11 months next following (a) above, you may continue your Basic Group Life, Extra Accident, and Survivor Income Benefit Insurance by contributing 50¢ per month per \$1,000 of Basic Group Life Insurance.

## (d) Applicable to Educational Leave of Absence

You may continue your Basic Group Life, Extra Accident, and Survivor Income Benefit Insurance for the duration of an approved educational leave of absence following (a) above, provided you contribute 50¢ per month per \$1,000 of Basic Group Life Insurance.

Any Optional Group Life Insurance for which you are enrolled may be continued while Basic Group Life Insurance remains in force, provided the required contributions are made. Any Dependent Group Life Insurance for which you are enrolled may be continued while Optional Group Life Insurance remains in force, provided the required contributions are made. If you have any questions concerning continuance of such insurance, contact the person in charge of Group Insurance at the location where you last worked.

In no event will Survivor Income Benefit Insurance be continued beyond the end of the month in which you attain age 65.

In no event will Extended Disability Benefit Insurance be continued beyond the end of the month in which you attain age 65.

## 2. STATE DISABILITY BENEFITS LAWS

If you work in a state where there is a disability benefits law in effect and are insured only for the sickness and accident benefits as required by such law, the provision of that law for continuance of coverage following cessation of active work will apply to you instead of the applicable period of continuance set forth in item 1 above.

# 3. EMPLOYE WHO BECOMES TOTALLY DISABLED WHILE INSURED

If you become totally disabled while insurance is being continued, you should promptly notify the person in charge of Group Insurance at the location where you last worked. You will then be informed of any further continuance rights you may have.

G.453-5AL GM (1-77) Printed in U.S.A.

#### 4. MONTHLY CONTRIBUTIONS

Contributions are payable on or before the first of the month for which insurance is to be continued, to the person in charge of Group Insurance at the location where you last worked. If you fail to make a required contribution when due, your Group Insurance will be discontinued at the end of the last month for which contribution was made, and you will have the conversion privilege outlined in Item 6 below.

#### 5. EMPLOYE WHO RETIRES OR TERMINATES EMPLOYMENT

You may have further continuance rights under the GM Group Insurance Plan If:

- (a) you retire or are retired under the provisions of a GM retirement or pension plan, or
- (b) you terminate employment at or after age 60 but prior to age 65.

If either (a) or (b) above applies or becomes applicable to you while on layoff or non-disability leave of absence, you should contact the person in charge of Group Insurance at the location where you last worked. You will then be informed of any further continuance rights you may have.

#### 6. CONVERSION PRIVILEGE - BASIC, OPTIONAL, AND DEPENDENT GROUP LIFE INSURANCE

If your Basic Group Life Insurance ceases, you will be entitled to convert all or any part of such Life Insurance (plus any Survivor Income Benefit Insurance for which you are covered at the time your Basic Group Life Insurance ceases, and any Optional Group Life Insurance for which you were the applicant and which is in force when Basic Group Life Insurance ceases) into an individual policy, without medical examination, provided you make written application to any office or representative of the Metropolitan Life Insurance Company within the 31-day period immediately following the date Basic Group Life Insurance ceases. You may choose any type of life insurance policy (except term insurance) then being issued by Metropolitan. The new policy will be without Disability or Accidental Means Death Benefits. The cost to you will depend upon the amount and type of policy, and your class of risk and age at that time. The individual policy will not become effective until the end of the 31-day period. However, if you should die during this 31-day period, the emount of Life Insurance that ceased under the GM Group Insurance Plan (as well as any Survivor Income Benefits which would have been payable) will be paid whether or not you applied for an individual policy.

Also, if you have Dependent Group Life Insurance at the time your Basic Group Life Insurance ceases, each covered dependent will be entitled to convert all or any part of the Dependent Group Life Insurance applicable to such dependent into an individual policy, without medical examination, provided written application is made to any office or representative of the Metropolitan Life Insurance Company within the 31-day period immediately following the date your Basic Group Life Insurance ceases. Your dependent may choose any type of life insurance policy (except term insurance) then being issued by Metropolitan. The individual policy will not become effective until the end of the 31-day period. However, if your dependent should die during this 31-day period, the amount of Dependent Group Life Insurance applicable to such dependent that ceased under the GM Group Insurance Plan will be paid to you whether or not such dependent applied for an individual policy.

05-44481-rdd Doc 16431-4 Filed 03/09/09 Entered 03/09/09 11:11:42 Exhibits E-G Pg 32 of 32



2-79

LITHO IN U.S.A.